

unless the deed conveying the same shall be executed, acknowledged and recorded as herein provided; and all such deeds shall be acknowledged before some one of the officers named in sections two, three, four and five of this article, and any unmarried woman between the age of eighteen years and twenty-one years, shall have power to make a deed of trust of her property, real, personal or mixed; provided, the same shall be approved and sanctioned by a court having equity jurisdiction in the city or county where the grantor resides, upon the petition of said grantor, and such proof as the said court in its discretion may require.

Acknowledgment.

Where the deed is acknowledged before a justice of the peace out of the county in which the land lies, and the justice fails to attach the certificate as required by section three, the deed is not acknowledged as required by this section. This section applied to such a deed. *Sitler v. McComas*, 66 Md. 139. See also, *Gittings v. Hall*, 1 H. & J. 14; *Johns v. Reardon*, 3 Md. Ch. 58.

Where the same deed creates an estate in the grantee with a reservation in favor of the grantor, acknowledgment by the latter is all that is required. *George's Creek Co. v. Detmold*, 1 Md. 240.

Certificates of lots in a cemetery issued by a religious corporation, convey no title to land, not being acknowledged as provided in this section. *Catholic Cathedral v. Manning*, 72 Md. 132. (*Cf.* article 23, section 147.)

Record.

A deed not recorded as provided in section 13, does not affect existing creditors or creditors becoming such between the date of the deed and the date of its record. As to such creditors without notice, the deed is valid and effective only as a contract for the conveyance. Creditors held not to be charged with notice, by possession or otherwise. *Hearn v. Purnell*, 110 Md. 466. And see *Hoffmann v. Gosnell*, 75 Md. 590; *Sixth Ward Bldg. Assn. v. Willson*, 41 Md. 514.

The recording of a deed or lease, is the final and complete act which passes title; until this is accomplished, everything else is unavailing. Until the deed is recorded, the legal title remains in the grantor. This section applied to a deed of the leasehold interest in property relative to the liability of a grantor for ground rent and taxes accruing after the date of the deed, but before its record. *Nickel v. Brown*, 75 Md. 186. *Cf.* *Baltimore v. Peat*, 93 Md. 696.

Under the act of 1776, ch. 14, the enrollment of deeds is a substitute for, and equivalent to, the act of livery. *Rogers v. Sisters of Charity*, 97 Md. 553; *Handy v. McKim*, 64 Md. 569; *Key v. Davis*, 1 Md. 39; *Matthews v. Ward*, 10 G. & J. 448.

Leases.

Although equity in a proper case will treat a defective deed or lease as a valid contract, and otherwise protect the parties to it, no legal estate of the character mentioned in this section will be conveyed by deed or lease neither acknowledged nor recorded. This section applied to a lease. Relation of landlord and tenant implied. *Falck v. Barlow*, 110 Md. 161. See also, *Dyson v. Simmons*, 48 Md. 214; *Howard v. Carpenter*, 11 Md. 275; *Johns v. Reardon*, 3 Md. Ch. 60.

Where a lease for ten years is not acknowledged and recorded, the covenant to pay rent is void, and the lessor's remedy is in *assumpsit*. *Anderson v. Critcher*, 11 G. & J. 455.

Application of this section.

This section applies to a right of way. *Baltimore, etc., R. R. Co. v. Algire*, 63 Md. 320; *Hays v. Richardson*, 1 G. & J. 379. And see *Stinson v. Ellicott City, etc., Co.*, 109 Md. 115. *Cf.* *Addison v. Hack*, 2 Gill, 228.